

ENTERED

November 27, 2024

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

<p>In re:</p> <p>STEWARD HEALTH CARE SYSTEM LLC, et al.,</p> <p style="text-align: center;">Debtors.¹</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 24-90213 (CML)</p> <p>(Jointly Administered)</p> <p>Re: Docket No. 3039</p>
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**ORDER APPROVING THE (I) EIGHTH REJECTION
OF UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY AND ABANDONMENT OF PROPERTY IN
CONNECTION THEREWITH; AND (II) GRANTING RELATED RELIEF**

Pursuant to and in accordance with the *Order (I) Approving Procedures For Rejection of Executory Contracts and Unexpired Leases of Nonresidential Real Property; (II) Amendments to Certain Unexpired Leases of Nonresidential Real Property; (III) Abandonment of Property in Connection Therewith; and (IV) Granting Related Relief* (Docket No. 1551) (the “**Rejection/Amendment Procedures Order**”);² and the Debtors having properly filed with this Court and served on the Notice Parties a notice (Docket No.3039) (the “**Rejection Notice**”) of their intent to reject the unexpired nonresidential real property leases and/or subleases identified on **Exhibit 1** hereto (the “**Agreements**”) and to abandon any personal property, including fixtures, furniture, and other office medical equipment at a leased premises as of the Rejection Date (such assets, the “**De Minimis Assets**”) in accordance with the terms of the Rejection/Amendment Procedures Order; and such notice having been adequate and appropriate

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Steward>. The Debtors’ service address for these chapter 11 cases is 1900 N. Pearl Street, Suite 2400, Dallas, Texas 75201.

² Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Rejection/Amendment Procedures Order or the Rejection Notice, as applicable.

under the circumstances; and it appearing that no other or further notice need be provided; and no timely objections having been filed to the Rejection Notice; and the Court having found and determined that the relief requested is in the best interests of the Debtors, their estates, their creditors, and all parties in interest, and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Agreements are hereby rejected as set forth herein, effective as of the date set forth for each lease on **Exhibit 1** annexed hereto reflecting, unless otherwise determined by the Court, the effective date of rejection for any unexpired lease shall be the later of: (i) service of the Rejection Notice; and (ii) the Debtors' surrender of the leased premises via the delivery of the keys, key codes, and alarm codes to the premises, each as applicable, by notifying the affected landlord in writing, with email being sufficient, to the applicable Landlord, or in the absence of delivering such keys and codes, providing written notice to the Landlord that it may enter and re-let the premises (the "**Rejection Date**").

2. The De Minimis Assets remaining at the leased premises as of the applicable Rejection Date shall be deemed abandoned upon the Rejection Date without further notice or order of the Court, free and clear of all liens, claims, interests, or other encumbrances.

3. With respect to any De Minimis Assets abandoned at one of the Debtors' leased properties, the applicable Landlord or other designee shall be free, after the Rejection Date, notwithstanding the automatic stay, to dispose of such De Minimis Assets without liability to any party and without further notice or order of the Court; and the applicable Landlord's rights, if any, to file a claim for the costs of disposal of such property are fully reserved, as are the rights of any party in interest to object to any such claims.

4. If any lease counterparty asserts a claim against the Debtors arising from the rejection of a lease, the lease counterparty shall submit a proof of claim within thirty (30) days after the entry of this Order. If a lease counterparty does not timely file a proof of claim for its rejection damages in accordance with the terms of this Order, the lease counterparty shall forever be barred from asserting a claim arising from the rejection of their lease, absent further order of this Court to the contrary.

5. Nothing herein shall prejudice the Debtors' rights to argue that any of the leases were terminated prior to the Petition Date, or that any claim for damages arising from the rejection of the leases is limited to the remedies available under any applicable termination provision of such lease or sublease, as applicable, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates.

6. Nothing contained in the Motion or this Order, nor any payment made pursuant to the authority granted by this Order, is intended to be or shall be construed as: (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver or limitation of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (iii) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (iv) an agreement or obligation to pay any claims, (v) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (vi) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy (other than the Agreements) under section 365 of the Bankruptcy Code.

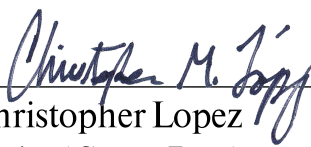
7. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

8. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all actions necessary to implement the relief granted in this Order.

10. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Signed: November 27, 2024



Christopher Lopez
United States Bankruptcy Judge

Exhibit A**List of Rejected Agreements**

<u>Debtor Entity</u>	<u>Description of Contract / Lease to be Rejected</u>	<u>Type of Lease (Lease or Sublease)</u>	<u>Landlord / Sublessee</u>	<u>Property to be Abandoned</u>	<u>Rejection Date</u>
Brim Holding Company, Inc.	302 Bill Clinton Drive, Hope, AR 71801	Lease	GA HC REIT II Hope MOB, LLC c/o Santerre Health Investors, LLC	FF&E	10/31/2024
Mountain Vista Medical Center, LP	10238 East Hampton Avenue, Suite 411, Mesa, AZ 85209	Lease	HCPI Utah II, LLC	FF&E	10/31/2024
Steward Medical Group, Inc.	2307 West Broward, Suite 200, FT Lauderdale, FL 33312	Lease	AW Riverbend, LLC, a Florida LLC.	FF&E	10/31/2024
Steward Medical Group, Inc.	2601 South West 37th Avenue, Suite 901, Miami, FL 33133	Lease	Healthcare Realty Services, Inc.	FF&E	10/31/2024

Steward CGH, Inc.	2601 South West 37th Avenue, Suite 100A, Miami, FL 33133	Lease	Healthcare Realty Services, Inc.	FF&E	10/31/2024
Steward NSMC, Inc.	4850 West Oakland Park Boulevard, Suite 219, Lauderdale Lake, FL 33313	Lease	Bluescape Altera FMC, LLC	FF&E	10/31/2024
Steward NSMC, Inc.	4850 West Oakland Park Boulevard, Suite 242244, Lauderdale Lake, FL 33313	Lease	Bluescape Altera FMC, LLC	FF&E	10/31/2024
Steward NSMC, Inc.	4850 West Oakland Park Boulevard, Suite 125, Lauderdale Lake, FL 33313	Lease	Bluescape Altera FMC, LLC	FF&E	10/31/2024
Steward Medical Group, Inc.	7100 West 20th Avenue, Suite 107, Hialeah, FL 33016	Lease	HTA-AW Palmetto, LLC	FF&E	10/31/2024
Steward PGH, Inc.	7100 West 20th Avenue, Suite TG006, Hialeah, FL 33016	Lease	HTA-AW Palmetto, LLC	FF&E	10/31/2024

Steward Medical Group, Inc.	7100 West 20th Avenue, Suite 504, Hialeah, FL 33016	Lease	HTA-AW Palmetto, LLC	FF&E	10/31/2024
Steward Medical Group, Inc.	7100 West 20th Avenue, Suite 205, Hialeah, FL 33016	Sublease	Cardio MDM, LLC	N/A	10/31/2024
Steward CGH, Inc.	8665 Bird Road, Suite , Miami, FL 33155	Lease	Bird and 87th Avenue Village, LLC	FF&E	10/31/2024
IASIS Glenwood Regional Medical Center, LP	1117 Cheniere Drew Road, Ground Lease, West Monroe, LA 71291	Lease	Southern State Properties, LLC	FF&E	10/31/2024
IASIS Glenwood Regional Medical Center, LP	1275 Glenwood Drive, West Monroe, LA 71291	Lease	ARHC OCWMNLA01, LLC	FF&E	10/31/2024
IASIS Glenwood Regional Medical Center, LP	128 Ridgedale Road, BHU, West Monroe, LA 71291	Lease	BMC Properties LLC	FF&E	10/31/2024

IASIS Glenwood Regional Medical Center, LP	128 Ridgedale Road, BHU, West Monroe, LA 71291	Lease	BMC Properties, LLC	FF&E	10/31/2024
IASIS Glenwood Regional Medical Center, LP	128 Ridgedale Road, Senior Care Unit, West Monroe, LA 71291	Lease	BMC Properties LLC	FF&E	10/31/2024
Steward Medical Group, Inc.	119 Massachusetts Avenue, Lunenburg, MA 01462-1274	Lease	John H. Walker	FF&E	10/31/2024
Steward Medical Group, Inc.	1345 Providence Highway, Norwood, MA 02062	Lease	Norwood Park Realty, LLC	FF&E	10/31/2024